THE JOURNAL

Have been conveniently located at the following drug stores in the various sections of ADVERTISEMENTS WILL BE TELEPHONED Direct to this office at regular rates.

5 CENTS PER LINE OF SEVEN WORDS.

-STATIONS .-Alabama and 7th Sts.—S. Muhl. Bellefontaine St., No. 400—Claude Fields, Christian Ave., No. 197—F. F. Dannetteile. Clifford Ave., No. 324—Philip Miller. College Ave. and 7th St.—Geo. C. Fisher. Columbia Ave. and 7th St.—Geo. C. Ruch. Columbia and Hill Aves.—R. C. Hampton. Delaware and McCarty-H. A. Pfaffiin. Dillon and Fletcher Ave.-Hugo H. Lehrritter East and McCarty Sts.—E. C. Reick. Ft. Wayne Ave., No. 190—Thos. R. Thornburg. Hillside Ave., No. 19—H. W. Carter. llinois and 1st Sts.—S. Muhl. llinois and 1sth Sts.—S. Muhl. llinois and 7th Sts.—J. M. Scott. lineis and 22d Sts.-Frank Keegan. innois and North Sts.-R. M. Navin. Indiana Ave. and Vermont St.-R. P. Biodau.

Indiana Ave., No. 201-John D. Gauld.
Madison Ave., No. 427-Jos. M. Dwyer.
Mass. and Cornell Aves.—C. E. Barmm.
Mass. Ave., No. 361-L. E. Haag.
Mer. and Morris Sts.—C. H. Broich.
Mer. and Ray Sts.—John E. Myers.
Mer. and Ray Sts.—John E. Myers. Mer. and Russell Ave.-Geo. F. Borst. Mich., No. 1059 East-Van Arsdale Bros. New York and Noble Sts.-E. H. Enners. New York, No. 278 West-F. E. Wolcott. Pine, No. 201 South-A. L. Walker. Senate Ave. and 3d St.—A. M. Eyster. Senate Ave., No. 1053 North—E. E. Steward. Shelby St., No. 182—C. A. Ettel. Talbott Ave., No. 350-M. Schwartz. Virginia Ave. and Coburn—C. G. Mueller, Virginia Ave. and McCarty—M. C. Staley. Wash. St. and State Ave.-N. S. Driggs. Wash, St., No. 703 East-Baron Bros. West St., No. 503 North-C. W. Eichrodt. Yandes and 9th Sts .- Dixon.

FUNERAL DIRECTORS.

FLANNER & BUCHANAN-172 North Illinois street. Lady embalmer, for ladies and children. Office always open. Telephone 641.

DIED. MILLER-Mrs. Eliza A., wife of Charles F. Miller, Tuesday at 4:30 p. m. Funeral Friday at 10:30 a. m. from residence, 681 North Illinois street. Madison, Ind., papers please copy.

TO LOAN-Money at reasonable rates on real estate in Indianapolis, without delay. BOICE & DARK, 181/2 North Meridian street.

WANTED-MALE HELP.

WANTED-An idea. Who can think of some simple thing to patent? Protect your ideas; they may bring you wealth. Write JOHN WED-DENBERN & CO., patent attorneys, Washing-C., for their \$1,800 prize offer and new list of 1,000 inventions wanted.

WANTED-SITUATION. WANTED-Situation-By an expert bookkeeper and experienced office man; at present em-ployed, but desires to locate in Indianapolis. Very best guarantee from present and past em-

ployers. Address G, care Journal. WANTED-MISCELLANEOUS.

WANTED-Thousands of good places under the McKinley administration in every part of the country. Do you want one? The midwinter edition of the NATIONAL RECORDER will tell how to get a position. Send 5 cents in stamps to the NATIONAL RECORDER, Washington, D. C.

FOR SALE-BICYCLES. FOR SALE-Bicycles-Ladies' and gents' secondhand (good) wheels, \$29, \$25, \$20; 1896 pattern. WILLIAM VANDERPOOL, 226 East Washington

NOTICE. NOTICE-Transfers to any part of the city cents per passenger. GREEN & CO., 69 W.

PERSONAL. PERSONAL-Mme. Mason returned. Massage treatment, Room 25 Hendricks block.

L'ST-About 6 o'clock Tuesday evening, envelope containing \$4.50 in change and list,

Leave at Public School office, Library building. CLAIRVOYANT. CLAIRVOYANT-The true herald of merit is

deeds; do not be deceived, but call on Mrs. T

Griswald. Office and residence 296 East South street. Letters with stamps answered.

LEGAL ADVERTISEMENTS. RECEIVER'S SALE.

The Office Specialty Manufacturing Company

vs. the Spring-Emerson Stationery Company. No. 5372. In the Tippecanoe Circuit Court, Tippecanoe county, Indiana. Notice is hereby given that I, George J. Eacock, receiver of the Spring-Emerson Stationery Company, heretofore appointed in the above entitled cause, will sell at private sale at the hour of 2 o'clock p. m., on the 2d day of February, 1897, in the front part of the storeroom of said defendant company, located at No. 29 South Third street, in the city of Lafayette, Tippecance county, Indiana, all the sundry the personal property of said defendant corporation (except the notes and accounts), consisting of the manufacturing plant and machinery for the manufacture and printing of stationery and book binding, fixtures and apsurtenances thereto belonging and a general stock f stationery, books, pocketbooks, fancy goods and office and stationery supplies, a more particular description of all of which may be found in the several inventories and appraisements heretofore filed in said cause, and now on file in the clerk's virtue of an order and decree of the Tippecanoe Circuit Court, duly entered of record in said cause on the 11th day of January, 1897, for not lere than its appraised value clear and free of all

be sealed and addressed to George J. Eacock, re-ceiver, Lafayette, Ind., and shall be delivered to said receiver or left at said storeroom, No. 25 the envelopes containing the same shall be so injorsed that it shall appear that they contain bids All bids will be opened at the hour and place aforesaid by said receiver, and the property will then and there be awarded and sold to the high-

est bidder, provided said bid is for a sum equal to or greater than the appraised value of said In case said receiver shall not receive any bid for said property at private sale equal to or greater than the appraised value of the same by the hour of 2 o'clock p. m. on the said 2d day of February, 1897, then said receiver will immediately, in the front part of said storeroom, No. 23 South Third street, in Lafavette, Ind., offer said property at public sale as a whole and in gross, and said property shall then and there be awarded and sold to the highest hidder, provided sale for less than two-thirds (2-3) of its appraised value. Said sale, whether made at private or public sale, shall be made subject to the approval of said court.

No bid at either private or public sale will be entertained by said receiver unless the hidder shall deposit with said receiver his certified check on some bank in the city of Lafayette. Ind., payable to the order of said receiver for fifteen hundred dollars (\$1,500) before making said bid. Said check and the proceeds thereof to be held by said receiver to indemnify him against loss in case said bidder should fail to complete his

TERMS OF SALE Said sale, whether made at public or private sale, shall be for one-half (1-2) cash in hand on the day of sale, and the residue of the purchase money shall be paid in two equal installments of four and nine months from date of sale, deferred payments to be evidenced by promissory notes executed by purchaser and sureties to the approval of said court. Said notes to bear six per cent. (6) interest from date of sale, and to provide for fine woods into the factory to be made up attorney's fees, and shall be payable at some bank in ac city of Lafayette. Ind., without any relief whatever from valuation or appraisement laws of the State of Indiana. The purchaser may waive said credits and pay all cash if he shall elect to do so. GEO, J. EACOCK, Receiver.

Hanley & Wood, Attorneys for Receiver. PROBATE CAUSE NO. 1817.

In the Circuit Court of Marion county, Indiana, Probate cause No. 1817, James R. Locklear, administrator of escate of Ephraim Garrett, devs. Joshua Zimmerman et al. To Madison Easley, Ephraim Easley, Anderson Easley, Martha Hughy Smith, Sophronia Scott, George Scott, Nancy Gurnell, Adaltice Cannel and the unknown beirs of Ephralm Garrett. You are severally hereby notified that the above named petitioner, as administrator of the estate aforesaid, has filed in the Circuit Court of Marion county, Indiana, a petition, making you defendants thereto, and praying therein for an order and decree of said court, authorizing the sale of certain real estate belonging to the estate of said decedent, and, in said petition described, to make assets for the cayment of the debts and liabilities of said estate; and that said petition, so filed; and penting is for bearing in said Circuit Court, at the courthouse in indianapolis, Indiana, on the ist judicial day of the March of said court, the same being the 1st Witness the clerk and seal of said court this 28th day of January, 1857. JAMES W. FESLER.

Clerk Marion Circuit Court.

The board of control of the Central Indiana Hospital for the Insane will receive scaled proposals up to Friday, Jan. 28. at 10 a. m., for furnishing a full line of supplies for the month Requisition book will be on file at Room 45

FOR SALE OR EXCHANGE.

FOR SALE OR EXCHANGE-By C. W. Phillips, 70 Monument place: Mills, factories, farms, merchandise, city and town property, printing offices, livery stables, hotels, sanitarium, timber and coal lands, gas and oil, gold, silver and other mineral properties, building and loan, city drug

FOR SALE. FOR SALE-Two boilers, 48 4-inch flues; 60-inch by 18-foot shell, with front; eighty horse power. Inquire KINGAN & CO.

FINANCIAL. LOANS-Money on mortgages. C. F. SAYLES, 75 East Market street. LOANS-Sums of \$500 and over.

C. E. COFFIN & CO., 90 East Market street. TO LOAN-A large sum; amounts to suit; commission and expenses lowest. No gold clause. EWTON TODD, 6 Ingalts Block. MONEY-To loan on Indiana farms. Lowest rates, with partial payments, Address C. WILLIAMS & CO., Crawfordsville, Ind. LOANS-Any amount. On furniture, pinnos, store fixtures, etc. Reasonable rates. (Confidential.) E. J. GAUSEPOHL, 21/2 W. Wash, St., Room 4. MONEY-To loan on Indiana farms. Lowest market rate; privileges for payment before lue. We also buy municipal bonds. THOS. C.

STORAGE. STORAGE—Indianapolis Warehouse Co., 265-273 S. Penn. st., Pennsylvania tracks. Phone 1343.

Building, Indianapolis.

RECENT J. T. A. RULINGS

THEY CONFORM STRICTLY TO THE INTERSTATE COMMERCE ACT.

Annual Report of Weighing and Inspection Bureaus-The Big Four Ignores a Ruling of the J. T. A.

Col. S. F. Gray, division freight agent of the Pennsylvania lines, in commenting on the action of the Joint Traffic Association on the matter of carload freights, said that their ruling was a correct, business-like step. The present method was a clear of the one destroyed last summer by a evasion of the interstate-commerce act and tornado. It is stated that most of the tne ruling of the board of managers of the Joint Traffic Association was in strict conformity to the law. To illustrate: The Diamond Match Company, of Akron, O., under the new ruling, if it has a carload of matches to be distributed among the merchants of Indianapolis, the car must Four and on the Chesapeake & Ohio well be billed, say, to Schnull & Co., the Match | protected. Company sending a list of the names of the parties among whom the matches are to be distributed. Mr. Schnull pays the freight and notifies the firms that their matches are at such a depot and on his order the agent at the station will deliver the goods. Under the custom of late years the car is billed to the agent of the road, who must notify the firms and take their receipts as they appear for the goods, and the agent and the company are wholly responsible for the goods and their correct | traveling men that travel can get all the delivery. Under the new rule the car, if loaded with freight for various persons, is The fight will be urged all the more strongbilled as a carload of freight to one firm, ly in the State of Missouri, as similar and it is no evasion of the interstate-commerce law in the matter of less than carload freights. One of the provisions of this ruling of the Joint Traffic Association which is objected to most seriously is that a car must be loaded and billed out the same day. Most of the roads are acting larger part of them. very honorably in the matter of allowing the goods to be unleaded and distributed from the car, providing the consignee has the car emptied by the time the Car-service Association requires.

J. B. Eckman, district inspector of the weighing, inspection and classification bureaus, yesterday completed his eleventh annual report and last evening forwarded it to Chief Inspector Paul Rainer. This statement shows that at Indianapolis there was a gain in revenue through the operations of the bureaus for 1806 of \$104,817.77; at Louisville a gain in revenue of \$48,362.56; at Terre Haute a gain of \$76,141.34; at Evansville a gain of \$29,193.67; at Vincennes a gain of \$10,016.23, making the grand total gain from these bureaus of \$268.531,570. Of this sum \$201,821.76 was obtained from weighing overloaded cars as compried with what the cars were reported by shippers, the inspector weighing during the year 95,014 cars; from weighing platform freights, \$43,506.34; from reclassification, \$23,-203.47. The bureau has been in operation at Indianapolis eleven years, it being put in operation here several years earlier than at other points, and during the entire period of its existence it has been under the supervision of J. B. Eckman, who is credited with making the most favorable annual exhibits for the roads of any district inspector where these bureaus have been in operation. The following is a comparative statement of revenue gained for the eleven years at Indianapolis proper: 1886, \$40,821.60; 1887, \$51,507.29; 1888, \$59,819.15; 1889, \$94,040.10; 1890, \$100,907.22; 1891, \$112,741.54; 1892, \$125,901.37; 1893, \$117,767.84; 1894, \$113,885,68; 1895, \$130,520.33; 1896, \$104,817.77. Total, \$1,052,-

Weighing and Inspection Bureaus.

World's Greatest Railway Station. In this and in foreign countries a good deal of attention is being paid to the erection of fine passenger stations. Indianoffice of said county, and at the aforesaid place of business of said defendant company in said an expensive modern union station; this Said property will be sold pursuant to and by was followed by St. Louis, which built a union station on a larger scale, but on proportionately no more expensive or convenient plan; then Boston built a very fine, All bids for said property at private sale shall expensive union station for several of its roads, and the other lines entering there will build a station costing two million South Third street, in said city of Lafayette, and | dollars. This spurred the New York Central up to doing something in that line, and that company will spend a large sum of money in that direction. At Columbus, O., the old union station has been remodeled at a large expense, and the union station at Cincinnati is a credit to the roads and to that city, as is the great station of the Pennsylvania and the Phila-delphia & Reading roads at Philadelphia; but all have to yield the palm for the greatest railway station in the world at Bombay, and when Americans claim such distinction they are ignorant of the fact that in far-off India the Peninsular Raiiway Victoria terminal building eclipses any union station by a large per cent. Thousands of Hindoo laborers worked ten years to complete this finest modern architectural work in India, and when the bills were paid it was found to have cost the company a trifle less than \$19,000,000. The length of the principal front of the buildng is 1,500 feet. The architecture is Veneian Gothic, with oriental modifications, The chief feature of the building is the great dome which towers above all the other structures in the city. A stone figure of Progress surmounts the dome. The gables are adorned with numerous statues symbolizing commerce, science, trade, engineering and others, among which is a white marble of Queen Victoria, which was recently defiled with tar by some irreverent person. The interior is construction "regardless of cost." India poured her great natural supplies of marble, granite and into forms fitting the purposes for which they were used in the construction of the interior. The natives who defiled the statue of the queen are unknown, but the ignorant Hindoos believe that ten thousand innocents are to be slaughtered in vengeance. to justify making so expensive a trip. Bombay's station was dedicated on Jubilee

The New Mileage Book.

To the Editor of the Indianapolis Journal A great deal has been said and written in regard to why commercial travelers do not take kindly to the 5,000-mile book. Permit me to say that practical commercial travmany provisions, too many "whys" and "wherefores" about it. There is no necessity for the photograph, in the first place; it is an unnecessary expense to the travvision that the book can be had only in a certain way and at one certain place, and there is less reason in the provision that the mileage must be exchanged at the ticket office for a ticket before baggage can be checked, or before the passenger can enter the train. Commercial travelers, as a rule, waste no time in a town or a city; they work, often, up to the time of departure. Under the rule now existing in many places, and with the mileage pow in force. he can check his baggage at the hotel, and | lease with the Wheeling & Lake Erie as to on arriving at the depot can go at once to | its terminal facilities at Toledo. This being the train and secure a seat. Under the the case, the Toledo & Ann Arbor could, 5,000-mile book he must arrive at the depot | if it choose, shut the Cincinnati, Jackson &

his turn before he can check his baggage, reach that point. and if late his baggage will follow on the next train. Is it any wonder the commer- the Vandalla, was in the city yesterday eial traveler does not take kindly to the on official business, and had a conference present 5,000-mile book? It is not cheaper with Receiver Malott. Mr. Taylor says he than the books in use; in fact, is more ex- thinks the outlook for business with the pensive, requires more capital and presents Vandalia is improving, and is confident the one of the convenient features of the books heretofore used. A book of two thousand miles, interchangeable, useful for | where the roads have suffered in earnings, passage without exchanging for a ticket-a book by which baggage can be checked, would be one that the commercial men

would readily purchase. ALFRED CLARK. Indianapolis, Jan. 26.

Erastus Wiman's Scheme. The national House committee on commerce and several representatives of the Interstate-commerce Commission yesterday listened to a speech by Mr. Erastus Wiman, of New York, in support of a proposed amendment to the interstate-commerce law which provides that any common carrier desiring to form a through route for interstate traffic over its own line or any part thereof, may do so by notifying the other common carriers concerned of the proposed DAY & C., Rooms 225-230, third floor Lemcke fare and divisions of fares and proposed routes. In cases of disagreement the Interstate-commerce Commission may prescribe rates and routes, or it may do so at the request of any person interested in interstate traffic under the amendment. Mr. Wiman proposes to build a terminal railroad for the purpose of connecting the railroads entering New York and Jersey City with ships at Staten island. The cost of lighterage in New York harbor, he represented, is diverting commerce from that harbor to Montreal, St. Johns. Boston, Norfolk and Galveston. On the 200,000,000 bushels of grain which reached New York last year the lighterage charges amounted to \$18 per 1,000 bushels. The commerce of New York in grain was falling off annually, and the Brooklyn storehouses were empty.

Freight Depot Burned. The new freight depot of the Big Four at East St. Louis was yesterday afternoon partially destroyed by fire which originated in the office part of the building and spreading to the depot proper. The offices, which were commodious ones, were burned, together with much of the furniture. The building was completed two months ago at a cost of \$48,000, and was one of the most conveniently arranged freight depots at East St. Louis, it being erected in place freight was saved, with but little damage. The fire department of St. Louis was ca on to aid in subduing the flames. J. Q. Vanwinkle, general superintendent, went to St. Louis last night to take such action as is necessary to prevent delay in handling business. It is stated that the building was well insured, it being the policy of Prest-

Traveling Men's Demand. Western roads are waiting with much interest for the outcome of the contest that will be waged at Jefferson City, Mo., today over the attempt of the Traveling Men's Association to get the roads in the State of Missouri down to a rate of two cents per mile. The roads are preparing to make a hard fight against the passage ment to present in the fact that all the two cent mileage they want if they will only buy it in the shape of mileage books. measures are pending in other States, and if the Missouri bill passes there is a chance that others may become laws also. The State of Illinois has turned down the twocent proposition, but the roads are of the opinion that if they lose this fight they may lose all the others, or at least the

Receiver Ousted.

Judge Slough, at Lancaster, O., yesterday revoked the appointment of E. M. Poston, of Nelsonville, as receiver of the Columbus, Sandusky & Hocking Railroad Company. The receivership was forced upon the company against the protest of stockholders. The old management resumes possession of

Personal, Local and General Notes. G. I. Peck, superintendent of the Pittsburg division of the Panhandle lines, has returned from Florida and is again on duty. General Passenger Agent Hall, of the Wheeling & Lake Erie, has been quite ill for several days, the illness confining him

Passenger Conductors Tyndall, Weir, Jackson and Lewis, of the Louisville division of the Pennsylvania lines, are on the T. B. Hamilton, assistant engineer of the

Pittsburg division of the Panhandle, was married last evening, to Miss H. Brent, of Columbus, O. C. C. Cary has been appointed traveling passenger agent of the Southern Pacific ines for the Atlantic system, with head-

quarters at Kansas City. Steps have been taken to prevent, if possible, the Louisville & Nashville securing control of the Kentucky Midland, on the ground that it is a parallel competing line. In the Joint Traffic Association there are now thirty-two roads, and in the Trunkline Association (east) twelve roads, all of which are operated in one interest practi-

Interest due Feb. 1 on the Chicago and Indianapolis division of the Louisville, New Albany & Chicago Raffroad bonds will be paid. These securities are not disturbed under the plan of reorganization. It is understood by well-informed interests that the February interests due on Wheel-

Receiver Cowen, who looks after the financial affairs of the Baltimore & Ohio, states that all interest due Feb. 1 on bonds of the company will be paid. On this account over \$500,000 will be disbursed. The Baltimore & Ohio has resumed though passenger and freight service via Staunton and Harper's Ferry to Washington and Baltimore, having made a traffic arrangement with the Southern Railway. Business has so improved in the Gas Belt region that the Big Four has put on a new ast freight train between Wabash and Louisville, to be run daily. The distance is 192 miles, and it is covered in ten hours. Arthur Baum, formerly a train dispatcher on the Pennsylvania lines west, more recently cashier of the company at Tiffin, O., was buried yesterday at Tiffin, O. He was

Fred M. Shattue, traveling passenger agent of the Big Four, at Nashville, Tenn. has resigned to go into business for himself. He is a son of William B. Shattuc, formerly general passenger agent of the Ohio & Oscar Murray, receiver and vice president of the Baltimore & Ohio, is spending two or three days this week on the line of the Baltimore & Ohio Southwestern, looking

after the business methods of their West-

well known in Panhandle Railway circles.

In the spring the Merchants' Despatch Transportation Company will begin the location of its car works at Porter, Lake county. The works, when completed, will give employment to 125 men. Repair work will be done there largely for this line. litigation is looked for.

doning the plan of holding its next annual | would be handed a five-dollar bill each. convention in San Francisco, and that Philadelphia likely will be selected. The organ- he was so given to retracting his own state ization is not old enough or wealthy enough | ments that Magistrate Hay suggested, on A large per cent, of the mlieage on the Michigan division of the Big Four is now laid with a rail weighing fifty-six pounds to the yard. The business of this division has so increased that a heavier rail is needed, and the intention is to lay a large mileage this season with rails weighing

Vice President Egan, of the Southern Railway, has given the Railroad Commision of Georgia to understand that further reduction in rates would mean a reduction of 10 per cent. in the wages of the employes of the road and the practicing of other economies which would end in poorer train

seventy-two pounds to the yard.

During the present cold weather the Knickerbocker express, ran between St. Louis and New York over the Big Four's St. Louis and Bee-line divisions, has been turned over to the Lake Shore every mornng on time. This is considered remarksble, from the fact that the train between forty-two miles an hour, and part of the distance hauls nine cars.

The Cincinnati, Jackson & Mackinaw management finds that the court has something to say concerning its breaking its at least fifteen minutes before train de- | Mackinaw out of Toledo. The Ann Arbor use from and after Monday, Jan. 25, 1807. | parts, take his place in line, if there is a people may do this, as they are anxious | The December report of W. H. McDoel. | By order of Board of Control. | John S. Tarkington, --- Manager. | The Sunday Journal, by Mall, \$2 a Year. | John S. Tarkington, --- Manager. | The Sunday Journal, by Mall, \$2 a Year.

N. W. Taylor, general freight agent of spring months will bring an increased westbound business, for there, he says, is No one could ask for a better east-bound business than the Vandalia has had for months, but its west-bound tonnage has

been light. It was said yesterday that at several commercial centers the business men were preparing protests against the advance from 25 to 35 cents on package freights under 100 pounds. The Big Four freight department announces practically that it will ignore the ruling of the board of managers of the Joint Traffic Association by sending to all agents the following circular, which becomes effective at once between stations on that system: "The minimum charge on small shipments coming under provision of Note B. Page 7, of the official classification, will be 25 cents instead of 35 cents. We will also join connections in a division of the same minimum." This action should be appreciated by shippers, as many roads not in the Joint Traffic Association, especially in the West, charge at the rate of 50 cents on package freights which this classification ncludes, and demand it from connections. E. L. Costhell, a distinguished civil engineer, is now in New Orleans making the

preliminary arrangements for the construction of the great railroad bridge at New Orleans over the Mississippi river, a work which is to be begun in a short time. It is to be a double-track bridge, and, according to his present plan, will have a center span of 1,032 feet and side spans of 605 feet each. This structure will weigh about 23,000,000 pounds. It will consist of cantilever arms reaching out into the central span, which will be connected by a suspended section. Almost the entire weight of this enormous structure will rest upon two great piers. one on each side of the central span, sunk 175 feet below low water. The structure it-self will be eighty-five feet above extreme high water, and the rails on the bridge will be 109 feet above high water and about 100 feet above the land behind the levees. He has no fear as to the permanency of the two main piers, which are intended to carry nearly the whole weight of the structure. They will be sunk into the river's bettom, which at that point consists of a clean, sharp sand, which is the most desirable material for sustaining such a structure.

SUPREME COURT CASES

ANOTHER DECISION PERTAINING TO THE MICHOLSON LAW.

It Further Clinches the Power and Sufficiency of Remonstrances Against a Saloon Keeper.

The Supreme Court yesterday reversed a ease in which Frank O'Donnell was granted license by the Circuit Court of Washington county to sell lionor in Salem. The icense was granted after a majority of the voters in the township had remonstrated against it. The Circuit Court permitted fifty-two of those who remonstrated to withdraw their names from the remontinguish this case from others by the appellee, on the ground that the motion to withdraw the names stated that the remonstrance had been signed under a misapprehension of the facts. The Supreme signed by a majority of the voters in the township is filed within the time limited tion or power to grant a license to the person against whom it is directed.

In the case of the city of Evansville against John A. Miller, the Supreme Court held that the city had no power to declare by ordinance "that any building, shed, outhouse, or structure of any kind that shall be partially destroyed by fire or from the owner thereof to remain in such condition after being notified by the Department of Public Works to remove, repair, or rebuild the same, shall constitute a nuisance." Judge Jordan held it to be a dangerous doctrine that a municipal legislature should have authority to declare a nuisance that which its own caprice might deem proper to outlaw as such. The judg-

ment was affirmed. The case of the Richmond Gas Company against Sarah Baker was reversed by the Supreme Court. Mrs. Bake, had been injured by an explosion caused by the improper closing of a gas leak, the employes of the company having said that the leak was stopped. Judgment was given the plaintiff for \$4,600. A reversion was granted for an error of the trial court in its instructions as to the measure of damages. John Brown, John Sexton and Robert Land, the men arrested for killing a boy named John Rippey, Dec. 28, near Salem, presented an appeal to the Supreme Court yesterday from an order refusing to ad-

mit them to bail. The appellants killed Rippey while seeking to arrest another man for the burglary of a postoffice in Kentucky. Claiming to be inited States marshals, the three men drove to the house where Rippey was and called out the proprietor, telling him they were looking for a man and asking him to come out so they could talk to him. For answer the proprietor turned out the light in the house and sent Rippey to the smokehouse for his shotgun. The three ing & Lake Erie improvement and exten- men heard a noise at the back of the house, sion bonds will be paid. The road recently and running around they saw Rippey with went into the hands of receivers. tion to their commands to drop his weapon, they fired, and the boy was killed. The Circuit Court refused to admit the men to bail and the appeal is taken under the claim that the proof of the crime of murder is not evident. As it is a criminal case a decision is expected soon.

TIED UP MANAGER WILMOT.

Forced to an Exorbitant Compromise -Race Scorers Sued Him. Yesterday morning four of the young

cycle races last week attached the box receipts of the show to secure payment of their claim of \$5 each for services. The action was taken in Magistrate Hay's court and it came up for a trial there at 10 o'clock. Walter Wilmot, the Minneapohis baseball manager, who was also the manager of the racing event, appeared as his own attorney and made an opening statement to the effect that it was never intended or expected that the boys should be paid. He claimed that hundreds of good boys could be secured to do the work for the privilege of seeing the races, and it was the only pay that had been contemplated in hiring them. There was a witness, however, whose testimony caused Wilmot to accept a compromise of the case. A man by the name of Willis was engaged by Wilmot to secure the boys for the work. He told such conflicting stories on the witness stand tha Some of the heaviest taxpayers of Ken- Wilmon felt that the impression was created ton, O., have brought an injunction suit to | that he was trying to cheat the boys, when, enjoin the payment of \$69,000 car shop in fact, he was merely living up to what bonds, which were issued by the city in he supposed was the agreement. Willis said 1830 to secure the shops of the Toledo & at one time that the boys were employed Ohio Central Railroad Company. Lengthy at & a week by him, at another time he said they were to receive nothing, and Indications now point to the Young Peo- again that he told them that if the races ple's Christian Endeavor Association aban- made money for the management they

Willis's testimony was so conflicting and one occasion, when Willis gave a straight forward and direct answer to a question that he had forgotten to tie a string to his The case was finally settled by compromise. The boys were paid \$3 each and Mr. Wilmot paid Magistrate Hay \$36.80 costs. A claim of \$20 was thus "compromised"

OHIO VALLEY RAILROAD Ordered Sold by Federal Court on a Foreclosure.

In the case of the Central Trust Company of New York against the Ohio Valley Rail clerk of the United States Court yesterday morning ordering the sale of the road on foreclosure. The road will be sold June at Henderson, Ky., by John Rober 3 and James Quarles, special masters. The upset Indianapolis and Cleveland is scheduled at | price is \$1,050,000, and each bidder must deposit \$100,000 as a guaranty that the purchase price will be paid and the trade carried out. The road extends from Hopkinsville, Ky., to Etansville, Ind. It is 130 miles long. The Central Trust Company holds a mortgage on the road to secure \$2,276,000 of bonds on which \$118,000 has been

defaulted. Monon Monthly Report.

curs, and after purchasing his ticket pro- should use their terminal facilities at To- day. The total receipts for the month, inceed to the baggage room and there await | ledo as well as portions of their track to | cluding \$100.424.86 on hand at the beginning, were \$556,630,88. The total disbursements were \$391,566.45, leaving a balance on hand Jan. 1 of \$165,064.43.

THE COURT RECORD.

Superior Court. Room 1-John L. McMaster, Judge. Nancy Reed vs. Citizens' Street-railroad Company; damages. Jury out. Room 2-Lawson M. Harvey, Judge. Allen Jennings vs. Caleb S. Denny et al.;

damage. On trial by jury. Room 3-Vinson Carter, Judge. Sarah Shackleford vs. Margaret E. Roy; allenation of affections. On trial by jury. Criminal Court.

J. F. McCray, Judge. State vs. Charles Ludwig; receiving stolen goods. On trial by jury. Circuit Court.

Henry Clay Allen, Judge. State of Indiana, Stella J. Dunn vs. Eli Ritter. Finding and judgment vs. defendant for \$40 and costs. Anna M. Dearman vs. the American Accident Company, of Louisville, Ky. Dismissed by plaintiff. Judgment vs. plaintiff

New Suits Filed. Statehouse Building Association vs. Michael Seyfried et al.; foreciosure. Room 2. Warren G. Bennett vs. Clarence Emerich et al.; on note. Room 1 Peter P. Illyes vs. Marion A. Lynch et ; foreclesure. Room : James Vannatta vs. Wallon O. Meyer et

al.; replevin. Room 2 The Blake-street Savings and Loan Association vs. Amanda E. Albert et al.; foreclosure. Room 1. Mary E. Myers vs. James P. Foster et al.; foreclosure. Room 1. Statehouse Dime Association vs. John De Mahr; foreclosure. Room 3. Winfield S. Smith vs. Lizzie Smith; divorce. Room 3. James M. Erganbright vs. Robert S

Hall et al.; on note, Room 3.

Supreme Court. 18032. City of Evansville vs. Miller. Vanderburg S. C. Affirmed. Jordan, C. J.-The Common Council of the city of Evansville passed an ordinance which provided "that any building " " that shall be partially destroyed by fire * * * and shall be suffered by the owner thereof to remain in such condition after being notified by the department of public works to remove, repair or rebuild the same, shall constitute a nuisance." Held, that such action of the Common Council was void for the ordinance attempted to declare that a nuisance which in fact under the law cannot be so considered, and therefore transcended the power with which it was invested. 17996. Sutherland vs. McKinney.

ington C. C. Reversed. Monks, J.-Where a remonstrance is filed against an application liquor license, as provided by Section 9 of the act approved March 11, 1895 (acts 1895, page 248), a remonstrant has no right to withdraw his name after the expiration of the time for filing a remonstrance.

17156. Gas Company vs. Baker. Wayne C. C. Reversed. Howard, J.-1. A gas company owes a duty to all persons who might be injured by the gas, to use ordinary and adequate care in delivering the substance to umers. 2. It is culpable negligence on the part of a gas company to allow gas to leak from a pipe into a residence after it has had its attention called to the leakage and has sent its agent to repair the defective pipe, and the agent assures the occupants of the building that "everything was all right," and it is not contributory negligence on the part of such persons to rely on the assurance of the agent, who understands the proper mode of controlling gas. 3. A person injured cannot recover damages for the shortening of his life caused by the wrongful act of another.

Appellate Court. 1999. Insurance Company vs. Liggett. Marshall C. C. Affirmed. Comstock, C. J.-1. Forfeitures are not favored in law and courts will put such a construction on the conduct of parties as will produce a waiver Court held that when a remonstrance thereof if possible. 2. The right to declare a forfeiture for the failure to perform a condition in a policy or by-law of an insurance company may be waived and the by law the Circuit Court has no jurisdic- waiver manifested as well by conduct as by words. 3. Where a by-law of a mutual fire insurance company provides that any person failing to pay his distributive share of any assessment shall forfeit his insurance during such delinquency, such forfetture is waived when the company with knowledge of the delinquency and after the destruction of the property collects from the insured

the delinquent assessments. 1811. Dilty vs. Spake. Marion S. C. Reversed. Wiley, J .- 1. This court will not reany other cause, and shall be suffered by | verse a judgment on account of allowing an amendment to the pleading unless it affirmatively appears from the record that such amendment was prejudicial to the adverse party, and that the trial court abused its discretion. 2. A party must recover secundum allegata et probata, or not at all. Jay C. C. Affirmed. Robinson, J.-1. A person that is a stockholder in a corporation whose property is insured may be allowed to become a party to a suit to collect an insurance policy when he shows that the policy in suit belongs to him, but by a mistake of the insurance company it was made to the plaintiff, of which fact he was ignorant until the property was destroyed by fire. 2. Under a general denial a defendant may introduce any proof that will meet what the plaintiff is bound to prove in order to recover. 3. When a finding is within the issues presented by the pleadings and is supported by the evidence it cannot be contrary to law. 4. In laying the foundation for the impeachment of a witness the time and place of the conversation and the person with whom it was held should be specified with sufficient definiteness to enable the witness clearly to identify it.

2218, Marshall vs. Seamen, Marion S. C. Dismissed. 2315. State of Indiana vs. Gapen. Hancock C. C. Appellee petition for rehearing.



Lump and Crushed, FOR SALE BY

For tickets, call at office-No. 49 South Pennsylvania St.

STEAMERS. The Gems of the Tropics

The new full-powered steel steamers of the Ward Line sail as follows: Havana Cuba, and Tampico, Mexico, every Wednesday in | Saturday. Progreso, Vera Cruz and Mexican Ports every Saturday. Naisin, N. P., Santiago and Cientuegos, every other Thursday. These tours and the P combinations offer unilvaled attractions. Steamers have electric lights and wells, all improvements, with an unexcelled cuisine. Nass u has the best hotel in the West Indies, and cable communication with the United States. xcursion tickets, 560 and apwards. Beautiful descriptive cooks

FREE. James E. Ward & Co. 113 Wall St., New York. SAWS AND MILL SUPPLIES. A I KINS repairer of CIRCULAR, CROSS CUT, BAND and all other BELTING, EMERY WHEELS and MILL SUPPLIES.

Illinois street, 1 square south SAWS

Union Station.

SAWS BELTING and EMERY WHEELS SPECIALTIES OF W. B. Barry Saw and Supply Co

CATALOGUE FREE BADGES, CHECKS &C.

122 S. PENN ST. All kinds of Saws repairs

COPY OF STATEMENT OF THE CONDITION

OF THE UNITED STATES BRANCH OF THE

Hamburg Bremen Fire Insurance Co.

On the 31st Day of December, 1896. Located at No. 22 Pine Street, in the City of New York, State of New York. HOME OFFICE, Hamburg, Germany, F. O. AFFELD, Manager.

THE ASSETS OF THE COMPANY IN THE U. S. ARE AS FOLLOWS: LIABILITIES. Losses adjusted and due and losses adjusted and not due...... \$10,585.00 Losses unadjusted.

Losses in suspense, waiting for further proof..... 13,685,00 All other claims against the company..... 23,580,62 Amount necessary to reinsure outstanding risks

In testimony whereof. I hereunto subscribe my name and affix my official seal, this 2d day of January, 1897.

A. C. DALY, Auditor of State. [SEAL] 22d day of January, 1897. COPY OF STATEMENT OF THE CONDITION

I, the undersigned, Auditor of State of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above mentioned company, on the 31st day

of December, 1896, as shown by the original statement, and that the said original statement is

State of Indiana, Office of Auditor of State:

file in this office.

23d day of January, 1897.

All other claims against the company

23d day of January, 1897.

OF THE

German American Insurance Com'py

On the 31st Day of December, 1896. Located at Nos. 113 and 115 Broadway, New York City. WILLIAM N. KREMER, Secretary, EMIL OELBERMANN, President. The amount of its capital is......\$1,000,000 The amount of its capital paid up is...... 1,000,000 THE ASSETS OF THE COMPANY ARE AS FOLLOWS: Cash on hand and in the hands of agents or other persons.......... \$315,662.65 Real estate unincumbered.

Bonds owned by the company, bearing interest at the rate of - per cent. as per schedule filed, market value...... 6,279,393.00 Debts for premiums Debts for premiums. 453,060.7
All other securities, accrued interest. 7,307.6 Losses adjusted and not due, losses unadjusted, and losses in suspense, waiting for further proof...... \$276,126.37

All other claims against the company...... 211.975.71 Amount necessary to reinsure outstanding risks 2.575,233.13 Total liabilities...... \$3,063,835.21 The greatest amount in any one risk, usually \$75,000. State of Indiana, Office of Auditor of State: I, the undersigned, Auditor of State of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above mentioned company, on the 31st day of December, 1836, as shown by the original statement, and that the said original statement is now on

In testimony whereof. I hereunto subscribe my name and affix my official seal, this day of January, 1897.

A. C. DAILY, Auditor of State.

COPY OF STATEMENT OF THE CONDITION

OF THE

Traders Insurance Comp'y

On the 31st day of December, 1896.

Located at No. 160 La Salle Street, Chicago. Illinois. R. J. SMITH, Secretary. E. BUCKINGHAM, President. The amount of its capital paid up is...... 500,000 THE ASSETS OF THE COMPANY ARE AS FOLLOWS: Bonds owned by the company, bearing interest at the rate of - per cent., as per schedule filed, market value...... 1,246,379.25 Loans on bonds and mortgages of real estate, worth double the amount for which the same is mortgaged, and free from any prior incumbrance Debts otherwise recured..... Debts for premiums..... All other securities..... 21,715.26 Total assets......\$1,684,258.57 LIABILITIES. Losses adjusted and due, losses adjusted and not due, losses unadjusted, \$72,092.98

Total liabilities...... \$564,704.53 I, the undersigned, Auditor of State of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above mentioned company, on the 31st day of December, 1895, as shown by the original statement, and that the said original statement is now on file in this office.

and losses in suspense, waiting for further proof

COPY OF STATEMENT OF THE CONDITION

A. C. DAILY, Auditor of State.

Trust, Safe Deposit and Surety Co. of Phila.

On the 31st day of December, 1896. Located at No. 927 Chestnut Street, Philadelphia, Pennsylvania. CHARLES M. SWAIN, President. The amount of its capital is......\$500,000 The amount of its capital paid up is 500,000

THE ASSETS OF THE COMPANY IN THE U. S. ARE AS FOLLOWS: Real estate unincumbered...... Bonds owned by the company, bearing interest at the rate of — per cent., dule filed, market value..... Loans on bonds and mortgages of real estate, worth double the amoun for which the same is mortgaged, and free from any prior incumbrance Debts otherwise secured, due and time loans...... 1,005,212.19 Debts for premiums..... All other securities..... \$2,221,338.08 Total assets..... LIABILITIES.

\$1,408,121.62 Amount due depositors..... 11,767.37 Amount of interest accrued on deposits..... 1.466.82 Losses unadjusted..... 3,695,61 Losses in suspense, waiting for further proof 106,902.89 \$1,533,101,81 The greatest amount in any one risk, unless fully indemnified, \$20,000.

I, the undersigned, Auditor of State of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above mentioned company, on the list day of December 1896, as shown by the original statement, and that the said original statement is now on In testimony whereof, I he ceunto subscribe my name and affix my official seal, this A. C. DAILY. Auditor of State. 23d day of January, 1897.

COPY OF STATEMENT OF THE CONDITION OF THE

The Indianapolis Gas Co SPRINGFIELD FIRE AND MARINE INSURANCE CO

On the 31st Day of December, 1896.

Located at No. 292 Main Street, Springfield, Massachusetts. S. J. HALL, Secretary. A. W. DAMON, President. THE ASSETS OF THE COMPANY ARE AS FOLLOWS:

Cash on hand and in the hands of agents 134,000,00 2,778,261.00 Loans on bonds and mortgages, being first lien on unincumbered real esate, worth double the amount loaned 86,700,60 Debts otherwise secured..... All other securities..... 50,284.52

Total assets..... LIABILITIES. Losses adjusted and not due..... Losses unadjusted Losses in suspense, waiting for further proof 20 984 51 All other claims against the company. Amount necessary to insure outstanding risks 1,500,455.96

I, the undersigned, Auditor of State of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above mentioned company, on the 31st day of December, 1856, as shown by the original statement, and that the said original statement is now on In testimony whereof. I hereunto subscribe my name and affix my official seal, this A. C. DAILY, Auditor of State. 23d day of January, 1897.

S. A. FLETCHER & CO.'S

SAFE DEPOSITS.

Contains 2 100 boxes.

Safe: Deposit: Vault 30 East Washington St. Absolute safety against fire and burglar Policeman day and night on guard. Designed for safe keeping of Money, Bonds, Wills, Deeds, Abstracts, "hver Plate, Jew-

OCULIST PRESCRIPTIONS LEO. LANDO. S3 M. PENN.ST. DENISON HOUSE. INDIANAPOLIS-IND.

OPTICIANS.

els and valuable Trunks, Packages, etc.